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13 Attorneys for the Plaintiff

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 **THOMAS E. PEREZ,**
17 Secretary of Labor,
18 United States Department of Labor,

19 Plaintiff,

20 v.

21 **UNIFIED NUTRIMEALS,**
22 a California Corporation,
23 **SHABIR KASHYAP,** individually and as
24 managing agent of corporate defendant,
25 **HUGO MEZA,** individually and as
26 managing agent of corporate defendant;
27 **PHILIP CHAVEZ,** individually and as
28 managing agent of corporate defendant,

Defendants.

Case No. CV13-9104 PA(MANx)

CONSENT JUDGMENT

Plaintiff Thomas E. Perez, Secretary of Labor, United States Department of Labor (“Secretary”) and Defendants, Unified Nutrimeals, a California Corporation, Shabir Kashyap, individually and as managing agent of corporate defendant Unified Nutrimeals, Hugo Meza, individually and as managing agent of corporate defendant Unified Nutrimeals and Philip Chavez, individually and as managing agent of corporate defend-

1 ant Unified Nutrimeals (collectively “Defendants”), have agreed to resolve the matters in
2 controversy in this civil action and consent to the entry of this Consent Judgment in ac-
3 cordance herewith:

4 A. The Secretary has filed a Complaint alleging that Defendants violated pro-
5 visions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as
6 amended (“FLSA”), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

7 B. Defendants have appeared and having retained defense counsel
8 acknowledge receipt of a copy of the Secretary’s Complaint.

9 C. Defendants waive issuance and service of process and waive answer and
10 any defenses to the Secretary’s Complaint.

11 D. The Secretary and Defendants waive Findings of Fact and Conclusions of
12 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
13 out further contest.

14 E. Defendants admit that the Court has jurisdiction over the parties and subject
15 matter of this civil action and that venue lies in the Central District of California.

16 F. Defendants understand and agree that demanding or accepting any of the
17 funds due employees under this Judgment or threatening any employee for accepting
18 money due under this Judgment or for exercising any of their rights under the FLSA is
19 specifically prohibited by this Judgment and may subject the Defendants to equitable
20 and legal damages, including punitive damages and civil contempt.

21 It is therefore, upon motion of the attorneys for the Secretary, and for cause
22 shown,

23 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,
24 agents, servants, and employees and those persons in active concert or participation with
25 them who receive actual notice of this order (by personal service or otherwise) be, and
26 they hereby are, permanently enjoined and restrained from violating the provisions of
27 Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 215(a)(2) and 215(a)(5), in
28 any of the following manners:

1 1. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-
2 ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,
3 or is employed in an enterprise engaged in commerce or in the production of goods for
4 commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours
5 unless such employee receives compensation for his or her employment in excess of 40
6 hours in such workweek at a rate not less than one and one-half times the regular rate at
7 which he or she is employed.

8 2. Defendants shall not fail to make, keep, make available to authorized agents of
9 the Secretary for inspection, transcription, and/or copying, upon their demand for such
10 access, and preserve records of employees and of the wages, hours, and other conditions
11 and practices of employment maintained, as prescribed by regulations issued, and from
12 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and
13 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
14 tions, Part 516.

15 3. Defendants, jointly and severally, shall not continue to withhold the payment
16 of \$133,797, the balance of \$166,797 in overtime pay hereby found to be due under the
17 FLSA to 92 employees, as a result of their employment by Defendants during the period
18 of July 16, 2009 through July 13, 2012 (“back wage accrual period”) as set forth in the
19 attached Exhibit 1, showing the name of each employee and listing on the same line the
20 gross backwage amount due the employee and the period covered by the Consent Judg-
21 ment.

22 4. To accomplish the requirements of Paragraph 3, Defendants shall deliver to the
23 Wage and Hour Division, United States Department of Labor, 100 North Barranca
24 Street, Suite 850, West Covina, CA 91791, the following:

25
26 a. On or before November 30, 2013, a schedule in duplicate bearing the
27 name of the corporate Defendant, employer identification number, address, and
28 phone number of the corporate Defendant and showing the name, last known

1 (home) address, social security number, gross backwage amount for each person
2 listed in the attached Exhibit 1.

3 b. Defendants shall make the payments set forth on the attached Exhibit 2.
4 Each payment includes interest calculated at 1% per year on the unpaid balance
5 until the balance is paid in full. The first payment due November 30, 2013 shall
6 have the Firm name and "BW's." written on it, payable to the order of the "Wage
7 and Hour Div., Labor." Each subsequent payment shall have the Firm name and
8 "BW's + Int." written on each, payable to the order of the "Wage and Hour Div.,
9 Labor," and be delivered on or before the date the payment is due as set forth in
10 Exhibit 2.

11 c. In the event of any default in the timely making of any payment due
12 hereunder, the full amount due under the backwage and liquidated damages provi-
13 sions of this Judgment which then remains unpaid, plus post-judgment interest at
14 the rate of 10% per year, from the date of this Judgment until paid in full, shall
15 become due and payable upon the Secretary's sending by ordinary mail a written
16 demand to the last business address of the Defendants then known to the Secre-
17 tary.

18 d. The Secretary shall allocate and distribute the funds described in para-
19 graph 3 less deductions for employees' share of social security and withholding
20 taxes on the backwage amounts to the persons named in the attached Exhibit 1, or
21 to their estates if that be necessary, in his sole discretion, and any money not so
22 paid within a period of three years from the date of its receipt, because of an ina-
23 bility to locate the proper persons or because of their refusal to accept it, shall be
24 then deposited in the Treasury of the United States, as miscellaneous receipts, pur-
25 suant to 29 U.S.C. § 216(c).

26 5. Defendants shall amend and maintain their payroll practices to comply with the
27 FLSA. To accomplish the provisions of this paragraph:

28 a. Defendants shall record all hours worked by employees in the payroll

1 records.

2 b. Defendants shall maintain all timecards and payroll records for a period
3 of not less than three years.

4 c. Defendants shall reflect all the amounts paid to employees, regardless of
5 the manner of payment, on the payroll records.

6 d. Defendants shall pay employees for all compensable waiting time.

7 e. Defendants shall not direct supervisors or payroll preparers to falsify
8 timecards in any manner including reducing the number of hours worked by
9 employees.

10 f. Defendants shall not request, require or otherwise cause employees to
11 sign inaccurate timecards.

12 g. Defendants shall not require employees to work "off the clock" either be-
13 fore or after their shift.

14 h. Defendants shall record all work performed by a single employee during
15 a pay period on one time card and not split up the hours worked on multiple
16 time cards regardless of the number of duties or tasks performed by that
17 employee;

18 6. Defendants, their officers, agents, servants, and employees and those persons
19 in active concert or participation with them, shall not in any way directly or indirectly,
20 demand, require or accept any of the backwages, liquidated damages or the funds in res-
21 titution of the retaliation from any of the employees listed on the attached Exhibit 1. De-
22 fendants shall not threaten or imply that adverse action will be taken against any em-
23 ployee because of their receipt of funds due under this Judgment. Violation of this para-
24 graph may subject the Defendants to equitable and legal damages, including punitive
25 damages and civil contempt.

26 7. Defendants, their officers, agents, servants, and employees and those persons
27 in active concert or participation with them, shall not in any way retaliate or take any
28 adverse employment action, or threaten or imply that adverse action will be taken

1 against any employee who exercises or asserts his or her rights under the FLSA or pro-
2 vides information to any public agency investigating compliance with the FLSA. Viola-
3 tion of this paragraph may subject the Defendants to equitable and legal damages, in-
4 cluding punitive damages and civil contempt.

5 8. On at least an annual basis, in 2014, 2015 and 2016, Defendants shall hire
6 an independent third party to conduct training as to the requirements of the FLSA. The
7 training shall address the FLSA's minimum wage, overtime, record keeping, and anti-
8 retaliation requirements. All supervisors as well as the individuals who determine the
9 employees pay or schedules or who prepare payroll shall attend this training. Defend-
10 ants shall maintain documentation of these trainings for a period of four years and pro-
11 vide it to representatives of the Secretary of Labor upon their request

12 9. Within six (6) months of this Judgment, Defendants and their attorneys, the
13 law firm of Clark & Trevithick, will make a presentation to a group of employers in the
14 food industry covering the requirements of the Fair Labor Standard Act including indus-
15 try practices which constitute violations.

16 10. Within 30 days of the entry of this Judgment Defendants shall supply all of
17 their employees with copies of the attached Exhibit 3, which summarizes terms of this
18 Judgment and the employees' rights under the FLSA. The English and Spanish versions
19 are attached. In addition, Defendants shall provide copies of Exhibit 3 to all new hires,
20 and post a copy at each business establishment in an area that is frequented by employ-
21 ees and where it is highly visible. This provision shall be in effect for a period of three
22 years from the date this Judgment is executed by all parties.

23 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the
24 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA
25 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor
26 as to any employee named on the attached Exhibit 1 for any period not specified therein;
27 and, it is further

28 ORDERED that each party shall bear its own fees and other expenses incurred by

1 such party in connection with any stage of this proceeding, including but not limited to
2 attorneys' fees, which may be available under the Equal Access to Justice Act, as
3 amended; and, it is further

4 ORDERED that this Court shall retain jurisdiction of this action for purposes of
5 enforcing compliance with the terms of this Consent Judgment.

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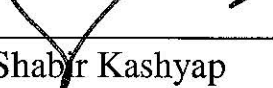
Dated: December 18, 2013.

U.S. District Court Judge

1 For the Defendants:

2 The Defendants hereby appear, waive any
3 defense herein, consent to the entry of
4 this Judgment, and waive notice by the
5 Clerk of Court:

6 For: Unified Nutrimeals Corporation

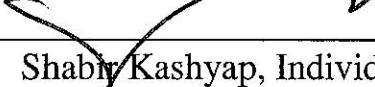
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8 By: 
9 Shabir Kashyap

11-18-13

Date

10 Its: President

11
12
13 For: Shabir Kashyap

14
15 By: 
16 Shabir Kashyap, Individually

11-18-13

Date

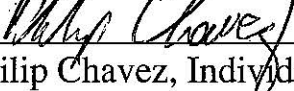
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18 For: Hugo Meza

19
20 By: 
21 Hugo Meza, Individually

11-18-13

Date

22
23 For: Philip Chavez

24
25 By: 
26 Philip Chavez, Individually

11-18-13

Date

1 Attorneys for the Defendants

2 Clark & Trevithick, Professional Law Corporation

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6 _____
7 Debrah H. Petito, Attorney at Law

12/13/13

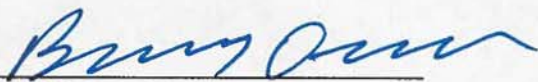
Date

1 For the Plaintiff:

2 M. PATRICIA SMITH
3 Solicitor of Labor

4 JANET M. HEROLD
5 Regional Solicitor

6 DANIEL J. CHASEK
7 Associate Regional Solicitor

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9 

10 BORIS ORLOV, Attorney
11 Attorneys for the Plaintiff
12 U.S. Department of Labor
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12-13-13
Date

EXHIBIT 1

Last Name	First Name	Violation Begin Date	Violation End Date	Back Wages Due
AKE	JAIME	10/1/2010	5/20/2011	\$ 2,191.49
AMAYA	STEPHANIE	2/26/2011	3/11/2011	\$ 30.65
AMIGO	MARIA	12/10/2010	3/25/2011	\$ 1,016.76
AQUIJE	FRANCISCO	9/18/2009	3/11/2011	\$ 2,907.61
ARTEAGA	JOSE	9/23/2011	5/18/2012	\$ 498.05
BANUELOS	HUGO	10/7/2011	5/18/2012	\$ 748.94
BAUTISTA	JUAN	8/21/2009	6/29/2012	\$ 12,752.75
BELLO	DANIEL	11/28/2009	12/11/2009	\$ 2.25
CABRERA	LUIS	8/21/2009	9/3/2010	\$ 3,729.71
CARMONA	MIGUEL	10/21/2011	12/16/2011	\$ 162.70
CHAVARRIA	JOSE	10/1/2010	4/6/2012	\$ 96.80
CHAVEZ	MARIA	2/6/2010	2/20/2010	\$ 5.04
CHAVEZ	GLADYS	9/4/2009	6/15/2012	\$ 1,980.32
CISNEROS	SERGIO	2/11/2011	3/11/2011	\$ 194.15
CONCHA	MILTON	9/18/2009	10/29/2010	\$ 739.40
CORONA	JAIME	12/11/2009	12/25/2009	\$ 90.32
COTA	CARLOS	8/21/2009	8/7/2010	\$ 2,041.34
DE JESUS ELIAS	MARGARITO	3/10/2012	3/23/2012	\$ 12.90
DE LOS SANTOS	ANSOMY	9/4/2009	12/11/2009	\$ 200.04
DEL CID	JUAN	3/25/2010	2/10/2012	\$ 1,334.08
DIAZ	WILLIAM	5/6/2011	4/6/2012	\$ 1,213.25
EMESTICO	JUAN	8/20/2010	3/23/2012	\$ 4,686.75
FLORES	LUIS	9/24/2011	10/7/2011	\$ 38.10
FUENTES	JOAQUIN	10/21/2011	11/4/2011	\$ 20.12

1	GARCIA	GLORIA	8/12/2011	10/21/2011	\$ 443.84
2	GARCIA	OSCAR	8/21/2009	6/29/2012	\$ 7,667.75
3	GASPAR	CRISTIAN	4/6/2012	6/1/2012	\$ 282.24
4	GAYTAN	ANTONIO	8/21/2009	6/29/2012	\$ 4,995.12
5	GAYTAN	EDGAR	8/20/2010	9/3/2010	\$ 130.52
6	GAYTAN	GERARDO	8/20/2010	12/16/2011	\$ 2,364.08
7	GOMEZ	RUBEN	8/26/2011	3/9/2012	\$ 769.08
8	GONZALEZ	JOSE	2/10/2012	6/29/2012	\$ 173.52
9	GONZALEZ	FELICIANO	9/4/2009	8/26/2011	\$ 4,597.29
10	HAMMONDS	WILLIAM	9/4/2009	7/24/2010	\$ 1,084.19
11	HERNANDEZ	JOSE	8/21/2009	8/7/2010	\$ 517.50
12	HERNANDEZ	PATRICIA	9/23/2011	5/4/2012	\$ 439.40
13	IBARRA	MOISES	8/20/2010	6/29/2012	\$ 356.76
14	KOEPF	RICARDO	1/23/2010	2/6/2010	\$ 17.78
15	LARIN	MAURICIO	9/3/2010	6/29/2012	\$ 4,237.29
16	LARIN	REYNA	7/29/2011	5/18/2012	\$ 997.56
17	LARIN	OMAR	9/18/2009	6/15/2012	\$ 4,085.05
18	LEMUS	DAVID	9/18/2009	5/4/2012	\$ 2,035.16
19	LEONARDO	ROSARIO	4/6/2012	6/29/2012	\$ 78.20
20	LIZARRAGA	MARIA	9/23/2011	11/18/2011	\$ 219.96
21	LOPEZ	ANIBAL	8/21/2009	8/7/2010	\$ 2,494.38
22	LOPEZ	ENRIQUE	9/18/2009	10/29/2010	\$ 1,130.86
23	MALDONADO	ALEX	9/23/2011	5/4/2012	\$ 378.45
24	MARTINEZ	EUGENE	2/11/2011	9/23/2011	\$ 120.15
25	MARTINEZ	ALFONSO	10/7/2011	6/29/2012	\$ 1,333.45
26	MELENDEZ	NELSON	9/23/2011	6/15/2012	\$ 885.24
27	MENDOZA	AIDA	7/29/2011	6/15/2012	\$ 877.16
28					

1	MERINO	DENYS	10/7/2011	11/4/2011	\$ 166.08
2	MEZA	SALVADOR	9/17/2010	6/29/2012	\$ 1,510.94
3	MEZA	JUAN	9/4/2009	6/17/2011	\$ 2,603.70
4	MEZA	ADRIAN	12/2/2009	1/14/2011	\$ 269.05
5	MORALES	GERARDO	9/23/2011	12/16/2011	\$ 398.20
6	MORENO	MARIO	9/18/2009	3/11/2011	\$ 806.63
7	MORENO	JORGE	8/20/2010	5/4/2012	\$ 1,902.79
8	NAVARRO	ERIC	6/12/2010	6/26/2010	\$ 100.00
9	NEVARRES	JAIME	9/23/2011	11/4/2011	\$ 440.00
10	NIEVES	OMAR	8/21/2009	6/26/2010	\$ 285.26
11	OLIVA	CHARLY	8/21/2009	6/29/2012	\$ 8,500.84
12	ORELLANO	JOSE	9/18/2009	5/18/2012	\$ 3,471.64
13	ORTIZ	JESSICA	8/12/2011	11/4/2011	\$ 95.92
14	PEREZ	ESTHER	2/11/2011	3/11/2011	\$ 89.51
15	PEREZ	NANCY	8/21/2009	6/29/2012	\$ 5,765.20
16	PINEDA	ADAM	12/10/2010	1/28/2011	\$ 242.69
17	PLATERO	JUDITH	1/23/2010	6/26/2010	\$ 243.56
18	RIVERA	ALBA	8/21/2009	6/15/2012	\$ 6,067.48
19	RODRIGUEZ	MONICA	9/4/2009	12/30/2011	\$ 5,049.39
20	RODRIGUEZ	MILTON	11/26/2010	5/3/2011	\$ 2,528.19
21	RODRIGUEZ	ARTURO	1/9/2010	8/7/2010	\$ 1,777.05
22	ROMERO	GILBERTO	3/6/2010	3/20/2010	\$ 56.25
23	SALMERON	VIRGINIA	9/4/2009	6/29/2012	\$ 3,562.86
24	SAN JUAN	CONCEPCION	9/23/2011	11/18/2011	\$ 295.28
25	SANCHEZ	PEDRO	1/23/2010	6/5/2010	\$ 845.64
26	SANTIAGO	JULIO	11/13/2009	11/27/2009	\$ 39.36
27	SIERRA	DIANA	8/21/2009	6/15/2012	\$ 4,628.69
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1	SORIANO	THOMAS	8/21/2009	8/7/2010	\$ 1,207.13
2	TORRES	FRANCISCO	8/21/2009	6/29/2012	\$ 5,084.37
3	TORRES	GABRIELA	8/21/2009	8/7/2010	\$ 634.73
4	TORRES	ALEX	10/16/2009	12/25/2009	\$ 244.76
5	TREJO	GIOVANI	10/21/2011	2/10/2012	\$ 71.96
6	TRINH	HENRY	8/21/2009	6/29/2012	\$ 8,798.08
7	VALENZUELA	EDUARDO	9/23/2011	4/20/2012	\$ 272.00
8	VALLES	GERARDO J.	1/23/2010	5/15/2010	\$ 364.19
9	VAZQUEZ	ISABEL	9/9/2011	6/15/2012	\$ 737.56
10	VENTURA	JOSE	5/20/2011	4/20/2012	\$ 1,558.92
11	VERGARA	JOSE	12/10/2010	6/29/2012	\$ 3,330.40
12	YEPEZ	GUILLERMO	8/21/2009	12/16/2011	\$ 9,941.80
13	ZABALA	NORMA	8/21/2009	6/15/2012	\$ 3,366.42
14	ZAVALA	SALVADOR	12/16/2011	1/27/2012	\$ 37.36

EXHIBIT 2

Payment No.	Date Due	Gross	Interest Due	Total Due
1	12/14/2013	\$4,181.17	\$57.49	\$4,238.66
2	01/14/2014	\$4,181.17	\$57.49	\$4,238.66
3	02/14/2014	\$4,181.17	\$57.49	\$4,238.66
4	03/14/2014	\$4,181.17	\$57.49	\$4,238.66
5	04/14/2014	\$4,181.17	\$57.49	\$4,238.66
6	05/14/2014	\$4,181.17	\$57.49	\$4,238.66
7	06/14/2014	\$4,181.17	\$57.49	\$4,238.66
8	07/14/2014	\$4,181.17	\$57.49	\$4,238.66
9	08/14/2014	\$4,181.17	\$57.49	\$4,238.66
10	09/14/2014	\$4,181.17	\$57.49	\$4,238.66
11	10/14/2014	\$4,181.17	\$57.49	\$4,238.66
12	11/14/2014	\$4,181.17	\$57.49	\$4,238.66
13	12/14/2014	\$4,181.17	\$57.49	\$4,238.66
14	01/14/2015	\$4,181.17	\$57.49	\$4,238.66
15	02/14/2015	\$4,181.17	\$57.49	\$4,238.66
16	03/14/2015	\$4,181.17	\$57.49	\$4,238.66
17	04/14/2015	\$4,181.17	\$57.49	\$4,238.66
18	05/14/2015	\$4,181.17	\$57.49	\$4,238.66
19	06/14/2015	\$4,181.17	\$57.49	\$4,238.66
20	07/14/2015	\$4,181.17	\$57.49	\$4,238.66
21	08/14/2015	\$4,181.17	\$57.49	\$4,238.66
22	09/14/2015	\$4,181.17	\$57.49	\$4,238.66
23	10/14/2015	\$4,181.17	\$57.49	\$4,238.66
24	11/14/2015	\$4,181.17	\$57.49	\$4,238.66

1	25	12/14/2015	\$4,181.17	\$57.49	\$4,238.66
2	26	01/14/2016	\$4,181.17	\$57.49	\$4,238.66
3	27	02/14/2016	\$4,181.17	\$57.49	\$4,238.66
4	28	03/14/2016	\$4,181.17	\$57.49	\$4,238.66
5	29	04/14/2016	\$4,181.17	\$57.49	\$4,238.66
6	30	05/14/2016	\$4,181.17	\$57.49	\$4,238.66
7	31	06/14/2016	\$4,181.17	\$57.49	\$4,238.66
8	32	07/14/2016	\$4,181.17	\$57.49	\$4,238.66
9	Total		\$133,797.44	\$1,839.68	\$135,637.12

EXHIBIT 3

LEGAL NOTICE TO ALL EMPLOYEES

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece or flat rate** basis are entitled to overtime when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding **UNIFIED NUTRIMEALS** from violating the overtime requirements of the **Fair Labor Standards Act**. All employees who work in this establishment can help the employer not to violate the Court's Order. **If you think you are not being paid in accordance with the law, call the U.S. Department of Labor, Wage and Hour Division, at (626) 966-0478 and your name will be kept confidential.**

NOTICIA LEGAL A TODOS LOS EMPLEADOS

La ley de el **Fair Labor Standards Act** determina que se les debe de pagar a todos los empleados el **sueldo mínimo** por todas las horas que ellos trabajen. A su vez, también estipula que todo empleado que trabaje extra, más de 40 horas en una semana laboral, se les deberá pagar **a tiempo y medio** de lo que ganen por cada hora extra trabajada. Todos los empleados, independientemente de que se les pague por **hora** o por **pieza**, tienen derecho a que se les pague el tiempo extra cuando trabajan más de 40 horas en una semana laboral.

Para resolver una demanda laboral iniciada por el **Departamento Del Trabajo**, la **Corte de Distrito de los Estados Unidos** expidió una orden que prohíbe a **UNIFIED NUTRIMEALS** de violar los requisitos de pago de el sueldo minimo y de el pago de sobretiempo que estipula la ley de el **Fair Labor Standards Act**.

Todos los empleados que trabajan en éste establecimiento pueden ayudar a que este empleador no viole la orden de la Corte. **Si usted piensa que no le están pagando de acuerdo a la ley, por favor llame al Departamento del Trabajo de los Estados Unidos, Division de Horas y Salarios, al (626) 966-0478. Su llamada será confidencial.**